

GROWER/SUPPLIER U.S. SHIPMENT REQUIREMENTS

These U.S. Shipment Requirements (“Requirements”) apply to all U.S. domestic product shipments (“Products”) provided by Grower/Supplier in relation to a Purchase Order (as defined below) issued by Robinson Fresh or identified in some other written agreement between Grower/Supplier and Robinson Fresh regarding the sale of Products which reference these Requirements.

A. U.S. Shipment Requirements:

1. Robinson Fresh and Grower/Supplier agree that Purchase Terms set forth in the Purchase Order (or other written agreement between Robinson Fresh and Grower/Supplier) will outline the parties respective transportation obligations related to Products orders. Such Purchase Terms are as follows:
 - a. **FOB GROWER/SUPPLIER’S FACILITY** – Direct Purchase Fixed Price Transactions – Robinson Fresh is purchasing the Products directly from Grower/Supplier with Robinson Fresh responsible for transportation and insurance to destination. Grower/Supplier will retain risk and title of Products until Robinson Fresh, or an agent or consignee duly designated by Robinson Fresh, accepts Products.
 - b. **DLVD (DLVD / CROSSDOCK)** – Direct Purchase Fixed Price Transactions – Robinson Fresh is purchasing the Products directly from Grower/Supplier with Grower/Supplier responsible to arrange the transportation and insurance of Products from Grower/Supplier’s facility to destination. Grower/Supplier will retain risk and title of Products until Robinson Fresh, or an agent or consignee duly designated by Robinson Fresh, accepts Products.
2. With regard to all direct sales of Products by Grower/Supplier to Robinson Fresh and/or Products sales agent/account of sales transactions conducted by Robinson Fresh on Grower/Supplier’s behalf, Grower/Supplier warrants to Robinson Fresh that Grower/Supplier is in compliance with all applicable national, federal, provincial, state and labeling and related requirements.
3. Grower/Supplier shall ensure that Products are free from sand, soil, earth, or other growing medium, must be within the size-age limitations, and must be properly labeled, and invoiced. Leaf mold and other decayed vegetable molds are considered soil. Grower/Supplier agrees to reimburse Robinson Fresh for any costs, fees, losses and penalties incurred by Robinson Fresh associated with any non-compliance to this requirement.
4. Grower/Supplier shall notify Robinson Fresh in writing, including email, not more than one business (1) day of its knowledge of any U.S. Food and Drug Administration (FDA) Import Alert issued that specifically involves Grower/Supplier. The written notice from Grower/Supplier to Robinson Fresh shall be issued to the Robinson Fresh personnel identified in the Robinson Fresh Recall/Withdrawal Protocol and Communications Requirements at <https://www.robinsonfresh.com/en-us/growers/documents/>

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5. **Modification from Direct Purchase Transaction to Sales Agent/Account of Sale Transaction.** In the event that Robinson Fresh rejects received product or receives unordered product which has been packaged in Robinson Fresh Branded Packaging, Robinson Fresh shall, in its reasonable discretion, determine to convert the transaction to account of sale. If the Products are not in compliance with the requirements of the Purchase Order, Written Agreements, and/or are rejected by Robinson Fresh or Robinson Fresh's customer for quality, packaging, or other non-compliance reason(s), Robinson Fresh may, in its reasonable discretion, determine to modify and change the Products' initial direct purchase transaction to a marketing sales agent/account of sale transaction, and attempt to sell the deficient/rejected Products to a third party on Grower/Supplier's behalf and/or dispose of/dump the deficient/rejected Products. Robinson Fresh will notify Grower/Supplier of any deficient/rejected Products by Robinson Fresh or Robinson Fresh's customer, as applicable, within two (2) business days of such determination and/or rejection. Grower/Supplier and Robinson Fresh expressly agree that Grower/Supplier must, upon receiving notice of deficiency and/or rejection by Robinson Fresh, (emphasis added), request in writing that any additional destruction certifications and/or inspections be performed on the rejected Products. A business day is any day when substantially all banks are open for business in Minnesota and the U.S. mail is delivered regularly in Minnesota.
6. **Inspection, Acceptance and Transfer of Title.** Robinson Fresh shall have the right to inspect the Products to determine that the Products meet the specifications and other requirements set forth in the Purchase Order and/or Written Agreement. Unless Grower/Supplier is notified within two (2) business days of physical receipt of Products of a potential claim related to a specific commercial lot, Robinson Fresh and Grower/Supplier mutually agree that Robinson Fresh has accepted the Products. With regard to all direct purchase transactions between Robinson Fresh and Grower/Supplier, title to the Products shall pass from Grower/Supplier to Robinson Fresh at the time of acceptance of compliant Product.
7. **Title and Risk: Shipment.** Unless otherwise indicated on the Robinson Fresh Purchase Order, title and risk of loss with respect to the Products will remain with Grower/Supplier until the Products have been placed in the possession and control of or accepted by Robinson Fresh, or an agent or consignee duly designated by Robinson Fresh. A bill of lading must accompany each shipment. If a shipment is to a consignee or agent of Robinson Fresh, a copy of the bill of lading must be forwarded concurrently to Robinson Fresh. Count or weight as reported by the Grower/Supplier as compared to actual receipt by Robinson Fresh or its agent or consignee, will be final and binding upon Grower/Supplier with respect to such shipment.

[END OF GROWER/SUPPLIER U.S. SHIPMENT REQUIREMENTS]